

<i>SERFF Tracking Number:</i>	<i>MASS-126587495</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Massachusetts Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45449</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>SL17-2010</i>		
<i>Project Name/Number:</i>	<i>SL17-2010/SL17-2010</i>		

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: SL17-2010

SERFF Tr Num: MASS-126587495 State: Arkansas

TOI: L08 Life - Other

SERFF Status: Closed-Approved-
Closed

State Tr Num: 45449

Sub-TOI: L08.000 Life - Other

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Lynne Mahan, Robin
Perez, Diana Violette, Jennifer
Dube

Disposition Date: 04/19/2010

Date Submitted: 04/16/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SL17-2010

Status of Filing in Domicile: Pending

Project Number: SL17-2010

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/19/2010

Explanation for Other Group Market Type:

State Status Changed: 04/19/2010

Deemer Date:

Created By: Lynne Mahan

Submitted By: Lynne Mahan

Corresponding Filing Tracking Number:

Filing Description:

RE: Massachusetts Mutual Life Insurance Company

NAIC ID# 435-65935

FEIN#: 04-1590850

New Policy Form Filing

Form: SL17-AR-2010, Modified Single Premium Adjustable Life Insurance Policy

SERFF Tracking Number: MASS-126587495 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 45449
Company Tracking Number:
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: SL17-2010
Project Name/Number: SL17-2010/SL17-2010

The above form is being filed for review and approval. Policy form SL17-AR-2010 is a new product which does not replace any forms currently in use.

Market

Policy form SL17-AR-2010 has been specifically designed for use in the non-qualified corporate sponsored/bank owned life insurance market to insure officers, directors and highly compensated employees of a common employer. The policy may be purchased by a bank, corporation, or a trust established by a corporation, for the purpose of providing a means of funding the cost of employee benefit plan liabilities and other programs for the benefit of its employees.

Policy Information

This is a modified single premium adjustable life insurance policy that, as defined under current tax laws, will be issued as a modified endowment contract. The Maximum Single Premium and the Minimum Single Premium are set forth on the Schedule Page of the policy.

This policy will be available on a sex-distinct basis at issue ages: 20 - 85 (Age Nearest Birthday will be determined as of the Policy Date, which is the date the coverage begins). Our current underwriting guidelines specify a lower maximum issue age of 65 for guaranteed issue and 70 for simplified issue. The minimum face amount of the policy is \$50,000.

This policy is a non-participating, non-variable life insurance policy that contains a separate account. The policy provides for a guaranteed minimum interest rate shown on the policy specifications and a non-guaranteed interest crediting rate declared prospectively not more frequently than quarterly. Policy account values do not vary in direct proportion to the investment experience of the separate account.

Separate Account

The separate account provides two underlying portfolios, a Government Mortgage Division and a Yield Division. MassMutual's subsidiary, Babson Capital Management, LLC, will provide investment management for the separate account. Reallocation of account value between the Divisions after policy issue is subject to limitations set forth in the policy.

Death Benefit Options

There are two life insurance benefit options available under this policy.

Death Benefit Option 1 is the greater of Selected Face Amount in effect on the date of death or the Minimum Face Amount as of the date of death.

Death Benefit Option 2 is the Selected Face Amount in effect on the date of death plus the account value on the date of death, or the Minimum Face Amount as of the date of death

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Product Name: SL17-2010
Project Name/Number: SL17-2010/SL17-2010

Surrender Charge and Exchange Charge

The policy contains an advance notice period for surrenders and 1035 exchanges, during which time the policy will remain in force. No charges will be assessed upon a full surrender of the policy for cash.

Upon receipt of notice of an exchange of the policy within the first 10 Policy Years (where the surrender proceeds are intended to be applied to an insurance policy or certificate issued in conjunction with an intent to qualify the exchange as a tax free exchange under Section 1035 of the Internal Revenue Code) an Exchange Charge is assessed. The Exchange Charge will potentially reduce the surrender proceeds, but will never increase the surrender proceeds. No Exchange Charge will apply after the policy has been In Force for 10 Policy Years. During the advance notice period with respect to a 1035 exchange, the interest credited to the account value will be set to the minimum annual interest rate.

Additional Information

This policy will be marketed with an illustration. Life and Health Guaranty Association Notices are sent out with each policy.

Applications

The applications that will be used in conjunction with the above policy are A3800-2004, A3810-2004, A3820-2004, A3830-2004 and LCM-2004. These applications were previously approved by your Department on 5/27/2004.

Attached is the Actuarial Memorandum, and where applicable, the proper certifications and/or filing fee.

Company and Contact

Filing Contact Information

Lynne A. Mahan, Compliance Assistant LMahan@MassMutual.com
1295 State Street 860-562-3462 [Phone]
M-381 860-562-6109 [FAX]
Springfield, MA 01111-0001

Filing Company Information

Massachusetts Mutual Life Insurance Company CoCode: 65935 State of Domicile: Massachusetts
1295 State Street Group Code: 435 Company Type:
MIP: M381 Group Name: State ID Number:
Springfield, MA 01111 FEIN Number: 04-1590850
(800) 767-1000 ext. [Phone]

SERFF Tracking Number: MASS-126587495 State: Arkansas
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TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
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Filing Fees

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes
Fee Explanation: Mass. fee is 75.00 per form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$75.00	04/16/2010	35727695

SERFF Tracking Number: MASS-126587495 State: Arkansas
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TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/19/2010	04/19/2010

<i>SERFF Tracking Number:</i>	<i>MASS-126587495</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>SL17-2010/SL17-2010</i>		

Disposition

Disposition Date: 04/19/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MASS-126587495 State: Arkansas

Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 45449

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: SL17-2010

Project Name/Number: SL17-2010/SL17-2010

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Actuarial Memo		No
Form	Modified Single Premium Adjustable Life Insurance Policy		Yes
Form	Statement of Variability		Yes

SERFF Tracking Number: MASS-126587495 State: Arkansas

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SL17-AR-2010	Policy/Cont	Modified Single ract/Fratern Premium Adjustable Life Insurance Policy Certificate	Initial		50.000	SL17-AR-2010 Clean.pdf
	SL17-AR-2010	Other	Statement of Variability	Initial			SOV AR.pdf

Home Office:
Massachusetts Mutual Life Insurance Company
Springfield, MA 01111-0001

Modified Single Premium Adjustable Life Insurance Policy

POLICY NUMBER	[0 000 000]
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INSURED	[JOHN A DOE]
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SELECTED FACE AMOUNT	[\$100,000]
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Dear Policy Owner:

READ YOUR POLICY CAREFULLY. It has been written in readable language to help You understand its terms. We have used examples to explain some of its provisions. These examples do not reflect the actual amounts or status of this policy. As You read through this policy, remember the words "You" and "Your" refer to the Owner and "We", "Us" and "Our" refer to Massachusetts Mutual Life Insurance Company.

We will, subject to the terms of this policy, pay the death benefit to the Beneficiary when due proof of the Insured's death is received at Our Home Office. The terms of this policy are contained on this and the following pages, together with attached application(s).

For service or information on this policy, contact the agent who sold this policy or Our Home Office.

YOU HAVE A RIGHT TO RETURN THIS POLICY. If You decide not to keep this policy, return it within [10] days after You receive it. This policy may be returned by delivering or mailing it to Our Home Office or to the agent who sold this policy. Then, this policy will be as though it had never been issued. We will promptly refund any premium paid for this policy, minus any amounts borrowed or withdrawn.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely Yours,

	
President	Secretary

This Policy provides that Insurance is payable when the Insured dies while this policy is In Force. This is a Modified Single Premium policy.

Policy Summary

This Summary briefly describes some of the major policy provisions. Since it does not go into detail, the actual provisions will control. See those provisions for full information and any limits that may apply. The "Where To Find It" section on the inside of the back cover shows where these provisions may be found.

This is an adjustable life insurance policy. If the Insured dies while the policy is In Force, We will pay the death benefit that is in effect at that time. "In Force" means that the insurance has not terminated.

This is a Modified Single Premium policy. After Your Initial Single Premium has been paid, no additional premiums may be made except under certain circumstances described later in the policy.

Premiums are applied to increase the value of this policy. Monthly charges are deducted from the value of this policy. If there is not enough value to pay the monthly charges, this policy will terminate at the end of 61 days. There is, however, a right to reinstate this policy.

There are other rights available to You while the Insured is living. These include:

- The right to assign this policy.
- The right to change the Owner or Beneficiary.
- The right to surrender this policy.
- The right to make loans.
- The right to decrease the Selected Face Amount.
- The right to change the Death Benefit Option from option 2 to option 1.

Policy Specifications

The Policy Specifications show specific information about this policy and are referred to throughout the policy.

Policy Number	[0 000 000]
Insured	[John A Doe]
Selected Face Amount	[\$100,000]
Issue Date	[February 01, 2010]
Policy Date	[February 01, 2010]
Paid-Up Policy Date	[February 01, 2070]
Insured's Age On Policy Date	[35 Male]

Basic Policy Information

<u>Plan</u>	<u>Selected Face Amount</u>	<u>Minimum Face Amount</u>	<u>Death Benefit Option</u>
Modified Single Premium Adjustable Life Insurance Policy	[\$100,000]	See Minimum Face Amount Provision	[1]

Premium Information

Initial Single Premium	[\$22,831.05]
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Other Information

Monthly face amount charge is [\$0.00 for policy years 10-25] for total amount of coverage provided under this policy, including any riders. See Monthly Charges in Part 3.

An Administrative Charge is deducted from the account value on each Monthly Calculation Date. It will not be more than [\$9.00] per month.

This is a [Non-Tobacco] policy.

This policy was issued on a [Guaranteed Issue] underwriting basis.

Owner and Beneficiary - See application attached to and made a part of this policy.

Exchange Charge

Upon surrender of this policy within the first [10] Policy Years, where the surrender proceeds are intended to be applied to an insurance policy or certificate issued in conjunction with an intent to qualify the exchange as a tax free exchange under Section 1035 of the Internal Revenue Code, We will assess an Exchange Charge. The Exchange Charge will potentially reduce the surrender proceeds, but will never increase the surrender proceeds. No Exchange Charge will apply after the policy has been In Force for [10] Policy Years.

The Exchange Charge, expressed as a percentage of the Initial Single Premium and assessed upon exchange of this policy, grades down in succeeding Policy Years after the Initial Single Premium payment is received. If this policy is exchanged within the first Policy Year, the Percentage of Premium Charge will be [8%] of the Initial Single Premium paid. This charge will grade down in each successive Policy Year as follows:

[Year in which Exchange Occurs	
---------------------------------------	--

1	8% of the Initial Single Premium
2	8% of the Initial Single Premium
3	7% of the Initial Single Premium
4	7% of the Initial Single Premium
5	6% of the Initial Single Premium
6	5% of the Initial Single Premium
7	4% of the Initial Single Premium
8	3% of the Initial Single Premium
9	2% of the Initial Single Premium
10	1% of the Initial Single Premium
11+	0% of the Initial Single Premium]

Basis Of Computation - For maximum monthly insurance charges, and minimum annual interest rate for the account value.

Mortality Table is 100% times the Commissioner's 2001 Standard Ordinary Mortality Table [Male].

Minimum annual interest rate on account value is [2.0%] per year.

Separate Account Information

The Separate Account referred to in this policy is Massachusetts Mutual Variable Life Separate Account VIII.

The Separate Account has the following Divisions:

[Core Plus Division]

[Government Mortgage Division]

TABLE OF MAXIMUM MONTHLY INSURANCE CHARGES

These maximum monthly insurance charges are for each \$1,000 of insurance which requires a charge.

<u>Policy Year Beginning</u>	<u>Maximum Monthly Insurance Charge</u>	<u>Policy Year Beginning</u>	<u>Maximum Monthly Insurance Charge</u>
Feb 01 2010	0.10090	Feb 01 2045	2.17802
Feb 01 2011	0.10674	Feb 01 2046	2.38232
Feb 01 2012	0.11175	Feb 01 2047	2.65527
Feb 01 2013	0.12009	Feb 01 2048	2.94044
Feb 01 2014	0.12844	Feb 01 2049	3.24057
Feb 01 2015	0.13762	Feb 01 2050	3.57417
Feb 01 2016	0.14931	Feb 01 2051	3.93903
Feb 01 2017	0.16351	Feb 01 2052	4.36468
Feb 01 2018	0.17938	Feb 01 2053	4.86367
Feb 01 2019	0.19942	Feb 01 2054	5.44276
Feb 01 2020	0.22115	Feb 01 2055	6.07850
Feb 01 2021	0.24205	Feb 01 2056	6.80775
Feb 01 2022	0.26462	Feb 01 2057	7.57149
Feb 01 2023	0.27800	Feb 01 2058	8.40042
Feb 01 2024	0.29389	Feb 01 2059	9.32758
Feb 01 2025	0.31397	Feb 01 2060	10.38213
Feb 01 2026	0.33908	Feb 01 2061	11.56722
Feb 01 2027	0.37340	Feb 01 2062	12.87883
Feb 01 2028	0.41193	Feb 01 2063	14.30705
Feb 01 2029	0.45970	Feb 01 2064	15.84059
Feb 01 2030	0.51589	Feb 01 2065	17.47055
Feb 01 2031	0.57548	Feb 01 2066	19.02863
Feb 01 2032	0.63932	Feb 01 2067	20.68462
Feb 01 2033	0.69227	Feb 01 2068	22.46745
Feb 01 2034	0.75284	Feb 01 2069	24.39303
Feb 01 2035	0.82609	Feb 01 2070 and later	0]
Feb 01 2036	0.91711		
Feb 01 2037	1.02767		
Feb 01 2038	1.15107		
Feb 01 2039	1.28060		
Feb 01 2040	1.41713		
Feb 01 2041	1.55477		
Feb 01 2042	1.69264		
Feb 01 2043	1.84272		
Feb 01 2044	1.99565		

TABLE OF MINIMUM FACE AMOUNT PERCENTAGES
Cash Value Accumulation Test

The minimum face amount on any date is a percentage of the account value on that date. The percentages which apply are shown below.

<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>	<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>
[Feb 01 2010	474%	Feb 01 2045	162
Feb 01 2011	458	Feb 01 2046	158
Feb 01 2012	442	Feb 01 2047	155
Feb 01 2013	427	Feb 01 2048	151
Feb 01 2014	413	Feb 01 2049	148
Feb 01 2015	399	Feb 01 2050	145
Feb 01 2016	385	Feb 01 2051	142
Feb 01 2017	372	Feb 01 2052	139
Feb 01 2018	360	Feb 01 2053	136
Feb 01 2019	348	Feb 01 2054	134
Feb 01 2020	336	Feb 01 2055	131
Feb 01 2021	325	Feb 01 2056	129
Feb 01 2022	315	Feb 01 2057	127
Feb 01 2023	305	Feb 01 2058	125
Feb 01 2024	295	Feb 01 2059	123
Feb 01 2025	286	Feb 01 2060	121
Feb 01 2026	277	Feb 01 2061	119
Feb 01 2027	268	Feb 01 2062	117
Feb 01 2028	259	Feb 01 2063	116
Feb 01 2029	251	Feb 01 2064	114
Feb 01 2030	244	Feb 01 2065	112
Feb 01 2031	236	Feb 01 2066	110
Feb 01 2032	229	Feb 01 2067	108
Feb 01 2033	223	Feb 01 2068	106
Feb 01 2034	216	Feb 01 2069	102
Feb 01 2035	210	Feb 01 2070 and later	100]
Feb 01 2036	204		
Feb 01 2037	199		
Feb 01 2038	193		
Feb 01 2039	188		
Feb 01 2040	183		
Feb 01 2041	179		
Feb 01 2042	174		
Feb 01 2043	170		
Feb 01 2044	166		

Part 1. The Basics Of This Policy

In this Part We discuss some insurance concepts that are necessary to understand this policy.

The Parties Involved – Owner, Insured, Beneficiary, Irrevocable Beneficiary

The **Owner** is the person or entity that owns this policy, as shown on Our records.

The **Insured** is the person whose life this policy insures.

A **Beneficiary** is any person or entity named on Our records to receive insurance proceeds after the Insured dies. There may be different classes of Beneficiaries, such as primary and secondary. These classes set the order of payment. There may be more than one Beneficiary in a class.

Any Beneficiary may be named an **Irrevocable Beneficiary**. An Irrevocable Beneficiary is one whose consent is needed to change that Beneficiary. Also, this Beneficiary must consent to the exercise of certain other rights.

Dates - Policy Date, Policy Anniversary Date, Policy Year, Issue Date, Paid-up Policy Date, Monthly Calculation Date

The **Policy Date** is shown in the Policy Specifications. It is the starting point for determining **Policy Anniversary Dates** and **Policy Years**. The first Policy Anniversary Date is one year after the Policy Date. The period from the Policy Date to the first Policy Anniversary Date, or from one Policy Anniversary Date to the next, is called a Policy Year.

Example: *The Policy Date is June 10, 20X1. The first Policy Anniversary Date is June 10, 20X2. The period from June 10, 20X1 through June 9, 20X2 is a Policy Year.*

The **Issue Date** is also shown in the Policy Specifications. The **Issue Date** is the date from which this policy is In Force if at least the Initial Single Premium has been paid. It is used to determine the start of the Death by Suicide and contestability periods. See this Part for a discussion of the Death by Suicide and contestability periods.

The **Paid-up Policy Date** is also shown in the Policy Specifications. It is the Policy Anniversary Date nearest the Insured's 95th birthday. On this date, the Selected Face Amount changes to equal the account value multiplied by a factor. This factor is guaranteed to be not less than one. On this date and thereafter, the Death Benefit Option will be Death Benefit Option #1. As of this date and thereafter, monthly charges will continue to be deducted from the account value of this policy but insurance charges will equal \$0.

The **Monthly Calculation Date** is the monthly date on which monthly charges for this policy are due. The first Monthly Calculation Date is the Policy Date. Subsequent Monthly Calculation Dates are the same day of each month thereafter.

Policy a Legal Contract

This policy is a legal contract between the Owner and Us. The entire contract consists of the application and the policy, which includes any applicable riders attached to the policy. We have issued this policy in return for the application and the payment of at least the Initial Single Premium. Any changes or waiver of the policy's terms must be in writing and signed by Our Secretary or an Assistant Secretary to be effective.

Representations and Contestability

We rely on all statements made by or for the Insured in the application(s). Those statements are considered to be representations and not warranties. We reserve the right to bring legal action to contest the validity of this policy for any material misrepresentation of a fact. To do so, however, the misrepresentation must have been made in the application and a copy of the application must have been attached to this policy when issued, or made a part of this policy.

Except for any policy change or reinstatement requiring evidence of insurability, we cannot, in the absence of fraud, contest the validity of this policy after it has been In Force during the lifetime of the Insured for two years after its Issue Date.

For any policy change requiring evidence of insurability, we cannot, in the absence of fraud, contest the validity of the change after the change has been in effect for two years during the lifetime of the Insured.

If evidence of insurability is required to reinstate this policy (see "Reinstating This Policy" in Part 4), our right to contest the validity of this policy begins again on the date of reinstatement. We cannot, in the absence of fraud, contest the reinstated policy after it has been In Force during the lifetime of the Insured for two years after that reinstatement date.

Death by Suicide

If the Insured commits suicide, while sane or insane, within 2 years after the Issue Date of this policy and while this policy is In Force, this policy will terminate. In this case, We will pay a limited death benefit equal to the amount of premiums paid for this policy, less any policy debt and amounts withdrawn.

Any limited death benefit will be paid in one sum to the Beneficiary.

Misstatement of Age or Gender

If the age and/or sex of the Insured was incorrectly stated in the application, all benefits will be adjusted to the amount which would have been purchased at the correct age and/or sex, based on the most recent cost of insurance charge.

Meaning of In Force

"In Force" means that the insurance provided by this policy has not terminated. This policy will be In Force from its Issue Date or, if later, the date the premium is paid.

This policy will continue In Force until the death of the Insured if:

- The account value less any policy debt is sufficient to cover the monthly charges due on each Monthly Calculation Date, and
- Policy debt does not exceed the account value; and
- This policy is not surrendered.

The factors which can affect this policy's account value include:

- Any changes in the Selected Face Amount.
- Any outstanding policy debt.
- Any changes in the Death Benefit Option.
- The monthly charges deducted from the account value.
- The interest earned on the account value.

Each of these factors is discussed in detail elsewhere in this policy.

Home Office

Our Home Office is shown on the front cover of this policy.

Part 2. Premium Payments

Premiums are the payments that may be paid to Us to fund the account value of this policy.

The Initial Single Premium

The Initial Single Premium for this policy is shown in the Policy Specifications. This policy will not be In Force until an amount equal to at least the Initial Single Premium has been paid. After the premium is paid, additional payments under this policy will only be accepted for:

1. repayment of policy debt; or
2. payment required to keep the policy from lapsing; or
3. payment required to reinstate the policy.

We will send notice of any premium needed to prevent termination of this policy. Premium notices will be sent only while this policy is In Force.

Where to Pay Premiums

All premiums are payable to Us at Our Home Office or at the place shown for payment on the premium notice. Upon request, a receipt signed by Our Secretary or an Assistant Secretary will be given for any premium payment.

**Right to Refund
Premiums**

We have the right to promptly refund any amount of premium paid if application of that premium to the account value would increase the amount of insurance which requires a charge.

Part 3. Account Value and Charges

Account Value

The account value of this policy is the accumulation at interest of

- The premiums for this policy; less
- Any monthly charges deducted.

Premiums are discussed in the Premium Information section in the Policy Specifications. Monthly charges are discussed later in this Part.

**Interest on the
Account Value**

The account value earns interest at a rate not less than the minimum annual interest rate shown in the Basis Of Computation section in the Policy Specifications. Interest is credited daily to and including the date the account value is determined.

For any account value equal to any policy loan, the interest rate We use will be the daily equivalent of the greater of:

- The minimum annual rate; and
- The annual loan interest rate in effect on the preceding Monthly Calculation Date less not more than [3.00%].

For account value in excess of any policy loan, the interest rate We use will be the daily equivalent of the greater of:

- The minimum annual rate; and
- An alternate annual rate established by Us. This rate will be established in advance, and may be changed by Us at any time.

**The Separate
Account**

The Separate Account is a separate investment account of the Company. We use the assets of the Separate Account to form the basis for establishing the alternate annual rate of interest on the non-loaned portion of the account value. The policy's interest rates will be communicated to the Policyholder at least annually.

The Separate Account(s) has several divisions available to the Owner. The divisions available to the Owner are shown in the Policy Specifications.

We own the assets of the Separate Account. Those assets will be used only to support the policies that participate in the Separate Account. That portion of the assets in the Separate Account equal to the reserves and other liabilities of policies that participate in the Separate Account will not be charged with liabilities that arise from any other business We may conduct. We will transfer Monthly Charges from the Separate Account to Our General Account, and We will transfer assets between the Separate Account and Our General Account as We deem necessary to support the interest rate We establish.

**Changes in the
Separate Account(s)**

We have the right to establish additional divisions of the Separate Account(s), and to establish other investment options from time to time. Amounts credited to any additional divisions established would be invested in those divisions. For any Separate Account(s), We have the right to substitute new divisions, add new divisions, merge existing divisions, or close any divisions to new investments.

We also reserve the rights to:

- Create new segments of the Separate Account(s);
- Combine any two or more Separate Account(s);
- Substitute or merge two or more divisions or Separate Account(s);
- Register or De-register the Separate Account(s) under the Investment Company Act of 1940, as amended; and
- Change the name of the Separate Account(s).

We also have the right to close any division of the Separate Account(s) or any other investment option.

We have the right to change the investment policy of the Separate Account or any division of the Separate Account subject to the approval of the insurance supervisory official of the state of domicile of Massachusetts Mutual Life Insurance Company.

If required, the process for obtaining approval of a material change from the applicable regulatory authority will be filed with the insurance supervisory official of the state where this policy is delivered. Further, if required, We will notify the Policyholder if the applicable regulatory authority approves any material change applicable to this policy's account value.

**Transfer of Account
Value**

You may send Us a written request to transfer account value between or among the Separate Account divisions. The transfers will be processed on the next Policy Anniversary Date after Our receipt of Your request. Any written request for transfer received less than 90 days prior to a Policy Anniversary Date will be processed at the Policy Anniversary Date following the upcoming Policy Anniversary. We reserve the right to delay the execution of a transfer request for up to 6 months after the Policy Anniversary Date that applies to the request.

The maximum value that can be transferred from one Separate Account division to another is the greater of \$100,000 or 25% of the account value of the Separate Account division from which the transfer is requested. The value transferred from one Separate Account division to any other Separate Account division must be at least \$10,000.

If after the transfer is made, the remaining value of any Separate Account division would be less than \$10,000, We may, at Our discretion, either transfer the entire account value instead of the requested value, or reject the request for transfer. If We elect to transfer the entire account value and Your request was for a transfer to more than one Separate Account division, the percentage of the value transferred to each Separate Account division will be in the same proportion as in Your original request.

Monthly Charges

Monthly Charges will be deducted from the account value of this policy on a pro-rata basis from the divisions of the Separate Account based on the Account Value in each division. The charges are due on each Monthly Calculation Date.

We assess Monthly Charges of three types:

1. **Administrative Charge.** The amount of this charge will be determined by Us. In no case, however, will it be greater than the maximum charge shown in the Other Information section of the Policy Specifications.
2. **Face Amount Charge.** The amount of this charge will be determined by Us. In no case, however, will it be greater than the maximum Face Amount Charge described in the Other Information section of the Policy Specifications.
3. **Insurance Charge.** The maximum monthly Insurance Charges for each \$1,000 of insurance which requires a charge are shown in the Table Of Maximum Monthly Insurance Charges.

We may charge less than the maximum charges shown in the Table. In this case, the monthly Insurance Charge rates will be based on our expectations for future mortality, investment, persistency and expense results, and future profits. Any change in these charges will apply to all policies in the same class (sex, attained age, smoking status and standard or substandard underwriting category) as this policy.

The amount of insurance which requires a charge is determined as follows. This computation is made as of the date the charge is due. All amounts are computed as of that date.

- a. We compute the account value after all additions and deductions other than the deduction of the Insurance Charge.
- b. We determine the amount of benefit under the Death Benefit Option in effect (as discussed in the Death Benefit Options provision in Part 5). The Minimum Face Amount used here is based on the account value computed in (a) above.
- c. We divide the amount of benefit determined in (b) above by 1 plus the monthly equivalent (expressed as a Decimal fraction) of the minimum annual interest rate shown in the Basis Of Computation section in the Policy Specifications.
- d. We subtract the account value computed in (a) above from the amount determined in (c) above. The result is the amount of insurance which requires a charge.

Method of Computing Values

The basis for calculating the Guaranteed Minimum Cash Values is shown in the Policy Specifications page. All values are at least equal to those required by any applicable law of the state that governs Your policy.

Grace Period and Termination

This policy may terminate without value if its account value less any policy debt on a Monthly Calculation Date cannot cover the monthly charges due on that date. However, We allow a grace period for payment of the amount of premium (not less than \$100) needed to avoid termination.

The grace period begins on the date the monthly charges are due. It ends 61 days after the date or if later, 31 days after We mail a written notice to the Owner and to any assignee shown in Our records at their last known addresses. This notice will state the amount of premium needed to avoid termination.

During the grace period, this policy will remain In Force. If the Insured dies during the grace period, any unpaid premium amount needed to avoid termination will be deducted from the death benefit (see the Amount of Death Benefit provision in Part 5). This policy will terminate without value if We do not receive payment of the required amount by the end of the grace period.

While there is a loan outstanding on this policy, Our right to terminate this policy under the terms of the Policy Debt Limit provision in Part 4 applies in addition to Our right under this provision.

If the account value less policy debt on a Monthly Calculation Date cannot cover the monthly charges due, then the account value will be reduced to zero and all monthly charges due and unpaid will be deducted from Your next premium payment.

Part 4. Life Benefits

A life insurance policy provides a death benefit if the Insured dies while this policy is In Force. There are also rights and benefits that are available before the Insured dies. These Life Benefits are discussed in this Part.

Policy Ownership

Rights of Owner

While the Insured is living, the Owner may exercise all rights given by this policy or allowed by Us. These rights include assigning this policy, changing Beneficiaries, changing Ownership, taking advantage of all policy benefits and exercising all policy options.

The consent of any Irrevocable Beneficiary is needed to exercise any policy right except the right to reinstate this policy after termination.

Changing the Owner or Beneficiary

The Owner or Beneficiary may be changed during the Insured's lifetime. We do not limit the number of changes that may be made. To make a change, a written request satisfactory to Us must be received at Our Home Office. The change will take effect as of the date the request is signed, even if the Insured dies before We receive it. Each change will be subject to any payment We made or other action We took before receiving the request.

This Policy is Non-Participating

Policy is Non-Participating

This policy is non-participating, which means it will not share in any dividends We pay or any surplus We may accrue from this or other policies.

Surrendering This Policy

Right to Surrender

This policy may be surrendered for its Cash Surrender Value at any time while the Insured is living. A later effective date may be elected in the surrender request.

Advance Notice

We require an Advance Notice period of up to [180] days for a surrender or exchange of the Policy. The Advance Notice must be in writing in a form satisfactory to Us and received at Our Home Office. The Policy will remain In Force during the Advance Notice period.

Upon receipt of Advance Notice of a surrender, interest will be credited on the account value until the surrender proceeds are paid. Unless a request to cancel the surrender is received within 30 days of the date of Our receipt of Advance Notice of a surrender, the Cash Surrender Value will be paid out at the end of the Advance Notice period.

Upon receipt of Advance Notice of an exchange, the interest credited on the account value will be the minimum annual interest rate until the exchange proceeds are paid. Unless a request to cancel the exchange is received prior to the end of the Advance Notice period, the Cash Surrender Value will be paid out at the end of the Advance Notice period.

Cash Surrender Value

The Cash Surrender Value is equal to the account value less any Exchange Charge less any policy debt.

Partial Surrenders

Partial surrenders are not allowed under this policy.

How We Pay

If the entire policy is surrendered, the Cash Surrender Value will be paid in one sum.

Borrowing on This Policy

Right to Make Loans

Loans can be made on this policy at any time while the Insured is living. However, this policy must be properly assigned to Us before the loan is made. No other collateral is needed. We refer to all outstanding loans plus accrued interest as "policy debt."

Maximum Loan Available

There is a maximum amount that can be borrowed. It is 75% of the account value on the date the loan is to be made reduced by:

- Any outstanding policy debt; and
- Interest on the loan being made and on any outstanding policy debt to the next Policy Anniversary Date; and

- An amount equal to the most recent monthly charge made for this policy, multiplied by the number of Monthly Calculation Dates from the date the loan is made to and including the next Policy Anniversary Date; and
- Any Exchange Charge.

Interest on Loans

Loan interest accrues (builds up) each day and becomes part of this policy debt as it accrues.

Interest is due on each Policy Anniversary Date. If interest is not paid when due, it will be added to the loan and will bear interest at the rate payable on the loan.

Example: *You have a loan of \$1,000. The interest due on the Policy Anniversary Date is \$80. If it is not paid on that date, We will add it to the existing loan. The loan will then be \$1,080 and interest will be charged on this amount from then on.*

The loan interest rate is fixed at 8% per year.

Policy Debt Limit

Policy debt (which includes accrued interest) may not exceed the account value, less any Exchange Charge. If this limit is reached, We can terminate this policy. To terminate for this reason We must mail written notice to the Owner and any assignee shown on Our records at their last known addresses. This notice will state an amount that will bring this policy debt back within the limit. If We do not receive payment within 31 days after the date We mailed the notice, this policy will terminate without value at the end of those 31 days.

Repayment of Policy Debt

All or part of any policy debt may be repaid at any time while this policy is In Force and the Insured is living.

Other Borrowing Rules

We may delay the granting of any loan for up to six months.

Reinstating This Policy

When Reinstatement Can Be Made

After this policy has terminated, it may be reinstated - that is, put back In Force. However, this policy cannot be reinstated if it has been surrendered for its Cash Surrender Value. Reinstatement must be made within five years after the date of termination and during the Insured's lifetime.

Requirements to Reinstatement

Evidence of insurability satisfactory to Us is required to reinstate. A premium is also required as a cost to reinstate. That premium must be no less than the amount necessary to produce an account value equal to three times the monthly charges due on the Monthly Calculation Date which is on, or next follows, the date of reinstatement.

Decreases in the Selected Face Amount

Decreases in the Selected Face Amount

While this policy is In Force, the Selected Face Amount may be decreased upon written application satisfactory to Us. The resulting Selected Face Amount after decrease must be at least \$50,000.

Any requested decrease in the Selected Face Amount will be effective on the Monthly Calculation Date which is on, or next follows, the later of:

- The date 15 days after a written request for such change has been received and approved by Us; or
- The requested effective date of the change

A requested decrease in the Selected Face Amount is allowed only once per Policy Year.

Right to Transfer This Policy to a Substitute Insured

Transferring This Policy

This policy may be transferred to the life of a substitute insured. Transfer will be effective on the Transfer Date discussed in the next provision. Transfer will be subject to the following conditions.

- This policy must be In Force on the Transfer Date;
- A written application for the transfer and payment of any required cost to transfer must be received by Us at Our Home Office;
- Evidence of insurability of the substitute insured, satisfactory to Us, may be required;
- The substitute insured must not have been under 20 years of age on the birthday nearest the Policy Date of this policy;
- The substitute insured must not be over 65 years of age on the birthday nearest the Transfer Date; and
- The Owner of this policy must have an insurable interest in the life of the substitute insured.

After transfer, the Policy Date will be the same as it was before transfer.

Transfer Date

The Transfer Date will be the Monthly Calculation Date which is on, or next follows, the later of:

- The date We approve the application for transfer; and
- The date any required cost to transfer is paid.

The insurance on the previous insured will continue to, but not include, the Transfer Date. The insurance on the substitute insured will take effect on the Transfer Date.

When this policy has been transferred, it will be modified to show that the contestable and Death by Suicide periods, as they apply to the substitute insured, will be measured from the Transfer Date.

Transfer Method	<p>The Selected Face Amount for the substitute insured will be determined as for a new Insured under a new policy.</p> <p>The account value immediately after transfer will be equal to:</p> <ul style="list-style-type: none"> • The account value immediately before transfer; minus • The monthly charges deducted on the Transfer Date. <p>Any charges We deduct on or after the Transfer Date will be based on the life of the substitute insured.</p>
Policy Debt After Transfer	<p>Any policy debt on the Transfer Date will, if not repaid at that time, remain after transfer. However, if the amount of that debt is more than the maximum loan available after transfer, the excess must be repaid on or before the Transfer Date.</p>
Assignment Upon Transfer	<p>Any assignment of this policy which is in effect on the Transfer Date will continue to apply after that date.</p>

Reports to Owner

Annual Report	<p>Each year, within 30 days after the Policy Anniversary Date, We will mail a report to the Owner. There will be no charge for this report. This report will show the account value at the beginning of the previous Policy Year and any premiums paid during that year. It will also show any additions to, and deductions from, the account value during that year, and the account value, death benefit, Cash Surrender Value, and policy debt as of the last Policy Anniversary Date.</p>
Illustrative Report	<p>In addition to the annual report, We will, upon request after the first Policy Year, send an illustrative report of projected values to the Owner. We will not charge a fee for providing an illustrative report on an annual basis. However, if the Owner requests illustrative reports more frequently, We may charge a reasonable fee, but only for those additional reports.</p>

Part 5. The Death Benefit

Amount of Death Benefit	<p>The death benefit is the amount of money We will pay when We receive due proof at Our Home Office that the Insured died while this policy was In Force. We discuss the death benefit in this Part.</p> <p>If the Insured dies while this policy is In Force, the death benefit will be the amount of benefit provided by the Death Benefit Option in effect on the date of death, with these adjustments:</p> <ul style="list-style-type: none"> • We add the part of any monthly charge that applies to a period beyond the date of death; and
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- We deduct:
 - Any policy debt outstanding on the date of death; and
 - Any unpaid monthly charges to the date of death.

Death Benefit Options

Multiple Death Benefit Options, described below, are available under this policy. The Death Benefit Option is shown in the Policy Specifications. The Minimum Face Amount is discussed in the next provision.

Death Benefit Option #1 - Under this Option, the amount of benefit is the greater of:

- The Selected Face Amount in effect on the date of death; or
- The Minimum Face Amount in effect on the date of death.

Death Benefit Option #2 - Under this Option, the amount of benefit is the greater of:

- The Selected Face Amount in effect on the date of death plus the account value on the date of death; or
- The Minimum Face Amount in effect on the date of death.

Minimum Face Amount

In order to qualify as life insurance under the federal tax laws in effect on the Issue Date, this policy has a Minimum Face Amount. The Minimum Face Amount on any date is a percentage of the account value. The percentage for each Policy Year is shown in the Table Of Minimum Face Amount Percentages in this policy.

Example: *The Minimum Face Amount is determined on June 10, 20X1. The account value on that date is \$50,000. The last Policy Anniversary Date was May 2, 20X1. If the applicable Minimum Face Amount Percentage for the Policy Year beginning May 2, 20X1 is 260%, then the Minimum Face Amount is 260% of \$50,000, or \$130,000.*

Changes in the Death Benefit Option

While this policy is In Force, the only allowable change will be from Death Benefit Option 2 to Death Benefit Option 1, upon written request. We may require a written application satisfactory to Us for this Death Benefit Option change.

This change in the Death Benefit Option will take effect on the Policy Anniversary Date on or next following the later of:

- The date 15 days after a written request for such change has been received and approved by Us; or
- The requested effective date of the change.

If the Death Benefit Option or the Selected Face Amount is changed, We will send the Owner any revised or additional Schedules Pages for attachment to this policy.

When We Pay

Within seven days after the date We receive at Our Home Office due proof of the Insured's Death and while the policy is In Force, We will pay to the Beneficiary the Net Death Benefit of the policy and this policy will terminate. Interest will be added from the date of death until the date of payment at an interest rate not less than the guaranteed rate shown in the Policy Specifications and not less than required by state law.

If the death benefit is not paid within 30 days after the date due proof of the Insured's death is furnished to us, the interest provided by this provision will be at the rate of 8% per year.

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Any Riders and Endorsements, and a copy of the application for the policy, follow page 17.

Massachusetts Mutual Life Insurance Company
Springfield, MA 01111-0001

***Modified Single Premium Adjustable Life
Insurance Policy***

This Policy provides that Insurance is payable when the Insured dies while this policy is In Force.

Notice of Annual Meeting

The Insured is hereby notified that by virtue of this policy he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts, on the second Wednesday of April in each year at 2 o'clock p.m.

STATEMENT OF VARIABILITY

The following summarizes the bracketed material shown in the policy. The dollar amounts will vary depending on policy owner selection. We certify that this material will always meet the minimum requirements of your state

Policy SL17-AR-2010

The Policy Number reflects the number we assign to the policy.

The Insured reflects the actual name of the insured, "John Doe" is shown as an example.

The Selected Face Amount shown on the Cover Page and Schedule reflects the actual amount of coverage. The minimum Selected Face Amount per individual per case is \$50,000 but can be higher subject to underwriting guidelines.

Right to Return Policy Provision is subject to change in accordance with state regulation.

Page 1 – Issue Date and Policy Date reflect effective dates of the policy.

Page 1 - Paid-Up Policy Date reflect the policy anniversary nearest the insured's 95th birthday.

Page 1 – Insured's Age on Policy Date reflects the insureds nearest birthday at time of issue.

Page 1 – Initial Single Premium – The initial single premium is the net single premium.

Page 1 – If the Monthly face amount charge is equal to \$0.00, this sentence will be removed. The amount can vary between \$0.00 - \$1.54167 and age.

Page 1 - We may or may not charge an Administration Charge and will never exceed \$9.00.

Page 1 - This policy can be written as non-tobacco or tobacco. This policy will be written on a Guaranteed Issue basis, simplified issue, or full underwritten.

Page 2 – The Exchange Charge provision uses a different schedule for policies on insureds with issue ages greater than 70. For policies with issue ages of 71+ , the Schedule of Exchange Charges is an 8-year schedule grading down in succeeding Policy Years according to this schedule: 6% in Policy Year 1, then 6%, 5%, 5%, 4%, 3%, 2%, 1% in Policy Years 2-8, then 0% of the Initial Single Premium in Policy Years 9+.

Page 2 – This policy can issued as Male. Female or Unisex.

Page 2 – The Minimum annual interest rate will never be less than 2%.

Page 3 – The Maximum Monthly Insurance charges do not exceed 2001 CSO for standard risks, but are shown in brackets because they vary with the issue age and gender of the insured, a male 35 is shown as an example.

Page 4 – The Minimum Face Amount Percentages reflect IRC 7702 CVAT values, but are shown in brackets because they vary with the issue age and gender of the insured, a male 35 is shown as an example.

Page 8 – The annual spread on loaned Account Value will never be more than 3%.

Page 12 – Advance Notice will never be more than 180 days.

SERFF Tracking Number: MASS-126587495 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 45449
Company Tracking Number:
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: SL17-2010
Project Name/Number: SL17-2010/SL17-2010

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Our Readability Certification is attached. Attachment: Read Cert AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: Please see our filing description for the applications used with this product and their approval date.		

READABILITY CERTIFICATION

Massachusetts Mutual Life Insurance Company

I hereby certify the accuracy of the Flesch reading ease test score for the following policy forms.
These forms are at least 10 (ten) point type, 2 (two) point leaded.

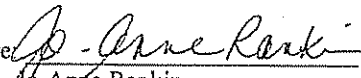
FORM NUMBER AND TITLE

FLESCH SCORE

SL17-AR-2010 Modified Single Premium Adjustable Life
Insurance Policy

50.0

Signature


Jo-Anne Rankin
Vice President & Actuary

Date: 4/16/10